

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY
RESPECTING FINAL DESIGNATION OF REDEVELOPER FOR
HISTORIC BOSTON CITY HALL IN THE SCHOOL-FRANKLIN
URBAN RENEWAL AREA

WHEREAS, the Boston Redevelopment Authority (hereinafter referred to as the "Authority") adopted the School-Franklin Urban Renewal Plan (hereinafter referred to as the "Plan") respecting the School-Franklin Urban Renewal Project Area (Mass. R-155) (hereinafter referred to as the "Project Area") on May 23, 1968, which Plan was approved by the City Council of the City of Boston on October 7, 1968, approved by the Mayor of said Boston on October 9, 1968, and approved by the Department of Community Affairs of the Commonwealth of Massachusetts on June 6, 1969; and

WHEREAS, the Authority is cognizant of the conditions that are imposed in the undertaking and carrying out of Urban Renewal Projects with Federal financial assistance under said Title I, including those prohibiting discrimination because of race, color, sex, religion or national origin; and

WHEREAS, the City of Boston and the Authority executed a Cooperation Agreement dated December 31, 1968, for the School-Franklin Urban Renewal Project which Agreement provided that the City will consent to the taking by the Authority of any real property or rights therein owned by said City which are subject to acquisition by the Authority pursuant to Section 401 of said Plan;

WHEREAS, certain property known as Historic Boston City Hall (hereinafter referred to as the "Property") in said Project Area is subject to such acquisition pursuant to said Plan; and

WHEREAS, on August 28, 1969, the Authority tentatively designated Old City Hall Landmark Corporation (hereinafter referred to as the "Redeveloper") as redeveloper of Old City Hall (referred to hereinafter as "Historic Boston City Hall" or "the Property"), subject to publication of notice, submission of acceptable plans and execution of a lease on terms satisfactory to the Authority; and

WHEREAS, the Redeveloper has submitted to the Authority for its review and approval plans for the restoration of the Property in accordance with said Plan; and

WHEREAS, the Redeveloper has submitted to the Authority for its review and approval a lease agreement respecting the Property providing for its restoration in accordance with said Plan; and

WHEREAS, the Redeveloper has submitted to the Authority evidence of its qualifications and financial resources to lease and redevelop the Property in accordance with said Plan; and

WHEREAS, the City of Boston is willing to enter into an agreement with the Authority providing that the Authority will pay over to the City those amounts received from the Redeveloper as rental payments under said Lease Agreement, such amounts to be accepted by the City in lieu of real estate taxes on the Property; and

WHEREAS, in order to secure financing for such restoration the Redeveloper must comply with Chapter 168, Section 34 of the General Laws of Massachusetts respecting permissible mortgage commitments by savings banks and requiring that savings banks hold mortgages on fee interests and not on leasehold interests;

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That Old City Hall Landmark Corporation be and hereby is designated as redeveloper of Historic Boston City Hall in the School-Franklin Project Area.

2. That it is hereby found that the Old City Hall Landmark Corporation possesses the qualifications and financial resources necessary to lease and redevelop Historic Boston City Hall in accordance with the School-Franklin Urban Renewal Plan.

3. That the following final working drawings and specifications prepared by J. Timothy Anderson & Associates, Inc., for Historic Boston City Hall in the School-Franklin Urban Renewal Area are hereby approved:

Drawings dated February 9, 1970, consisting of Drawings numbered A-1 through A-22, S-1 through S-5, P-1 through P-7, H-1 through H-8, E-1 through E-5, E5A, and E6 through E-8; and

Specifications dated February 9, 1970, consisting of Sections 1A through 1D, 2A through 2C, 3A, 4A, 5A through 5C, 6A, 7A through 7C, 8A through 8D, 9A through 9G, 10A, 14A, 15A, 15B and 16A.

4. That disposal of Historic Boston City Hall by fixed price competition is the appropriate method of making the Property available for redevelopment.

5. That the Director is hereby authorized for and on behalf of the Authority to execute and deliver a Lease Agreement, between the Authority as Lessor and Old City Hall Landmark Corporation as Lessee, providing for the lease by the Authority of Historic Boston City Hall in consideration of the rentals provided in said Lease Agreement and the Lessee's agreement to restore the property in accordance with the School-Franklin

Urban Renewal Plan, said Lease to include the terms provided hereinbelow and such further terms and provisions as the Director shall deem proper and in the best interests of the Authority, and that an executed lease to which a certified copy of this vote is attached to be conclusively deemed authorized by the Authority:

a. The lease shall be for a term of ninety-nine (99) years commencing in April 1970 and terminating in December 2069.

b. The Lessee (Old City Hall Landmark Corporation) will restore Historic Boston City Hall in accordance with the architectural plans and specifications approved hereinabove by the Authority.

c. Historic Boston City Hall shall be devoted only to those uses in accordance with the School-Franklin Urban Renewal Plan.

d. The Authority shall have the right to review and approve any sublease or assignment of the entire premises.

e. The Lessee, shall not be permitted to use the premises as security for a mortgage respecting different property.

f. The Lessee shall obtain adequate insurance coverage on the premises, including rental interruption insurance, the Authority to be named as one of the beneficiaries of such insurance.

g. The Lessee shall comply with federal and Authority requirements respecting non-discrimination in the use of the premises and equal employment opportunity.

h. The Lessee shall pay as rent for the property rents in accordance with the following schedule:

Commencing with the completion of construction until January 1, 1987, Lessee shall pay:

A. 20% of gross rentals actually received during the quarterly period next preceding the due date of the rental payment;

provided that, notwithstanding the above,

(1) if less than 80% of the net rentable area has been leased during such quarterly period, Lessee shall pay 15% of gross rentals actually received from the Leased Premises, or

(2) if more than 80% but less than 95% of the net rentable area has been leased during such quarterly period, Lessee shall pay 17.5% of gross rentals actually received from the Leased Premises.

Commencing January 1, 1987, through December 31, 1991:

B. 25% of such gross rentals received from the Leased Premises during the quarterly period next preceding the due date of the rental payments.

Thereafter, until January 15, 2070:

C. 25% of such gross rentals if such rentals during such quarterly period aggregate less than \$212,500, or 30% of such gross rentals if such gross rentals during such period aggregate \$212,500 or more.

Installments are payable commencing with the completion of construction, but in any event no earlier than July 15, 1971, nor later than July 15, 1972, and thereafter on the fifteenth day of each July, October, January, and April, occurring during the term of the Lease to and including January 15, 2070.

6. That the Authority hereby authorizes the Director to execute and deliver a deed conveying Historic Boston City Hall to School Street Mortgage Corporation in consideration of one dollar and the agreement of said School Street Mortgage Corporation to reconvey the Property to the Authority after securing a mortgage upon the fee, the proceeds of such mortgage to be transmitted to Old City Hall Landmark Corporation for use in the restoration of the Property, such Deed to be in such form as the Director shall approve and an executed deed to which a certified copy of this vote is attached to be conclusively deemed authorized by the Authority, and further, that the Director is hereby authorized to accept a deed from School Street Mortgage Corporation reconveying to the Authority said Historic Boston City Hall encumbered by a mortgage on the fee which mortgage the Authority will not assume.

7. That the Director is hereby authorized for and on behalf of the Boston Redevelopment Authority to execute and deliver an agreement between the Authority and the City of Boston providing that the City consents to the attached taking order by the Authority of Historic Boston City Hall, that the City will accept, in lieu of taxes upon Historic Boston City Hall, sums to be paid as rent by Old City Hall Landmark Corporation under its Lease Agreement with the Authority and such further terms and provisions as the Director shall deem proper and in the best interests of the Authority, an executed copy of such agreement with the City to which a certified copy of this vote is attached to be conclusively deemed authorized by the Authority.

10 A

MEMORANDUM

June 4, 1970

1641

TO: BOSTON REDEVELOPMENT AUTHORITY
FROM: JOHN D. WARNER, DIRECTOR
SUBJECT: CENTRAL BUSINESS DISTRICT
School-Franklin Urban Renewal Project, Mass. R-155
Disposition of Old City Hall

1640

On August 28, 1969, the Authority tentatively designated Old City Hall Landmark Corporation as redeveloper of Old City Hall, subject to publication of notice, submission of acceptable plans, and execution of a lease on terms satisfactory to the Authority.

Landmark Corporation is a Delaware corporation which is wholly owned by Architectural Heritage, Inc., a Massachusetts charitable corporation. The principals have extensive experience in the preservation of historic buildings in conjunction with the maintenance of contemporary uses.

In accordance with the Authority vote of last August, Landmark Corporation has submitted to the Authority staff for its review final plans for the restoration of Old City Hall. The plans would restore the building as a distinguished example of French Second Empire architecture. A thorough renovation of the interior would include the installation of new utility systems and new elevators in the space created by the removal of the central stairwell. I recommend that the Board approve these plans.

Landmark Corporation has also submitted financial statements for public disclosure and for Authority review, copies of which are attached. The plans for the restoration of the historic facade of Old City Hall and the creation of modern interior space have enabled the redeveloper to obtain tenant commitments from a major insurance agency and an accounting firm; several other businesses including a major bank and a law firm are seriously interested in leasing space. The financing for the restoration is assured by the commitments made to the redevelopers for what are essentially first and second mortgage loans for \$2,000,000 from the Boston Five Cents Savings Bank and five other savings banks, and for \$450,000 from the New England Merchants National Bank, respectively. The New England Merchants' loan replaces a financial commitment of an individual investor which was withdrawn. Moreover, the redeveloper has already invested about \$100,000 of its own money in the project. Restoration of the building is expected to cost about \$2,300,000. I believe that Landmark Corporation has thus presented adequate evidence of its financial ability to carry out this project.

In order to preserve Boston's control over its former City Hall, the Authority had decided that a long-term lease would be preferable to a sale of the property. Accordingly, the Authority staff and Landmark Corporation have negotiated a ninety-nine year lease based on the HUD standard form for such leases. The lease provides for the restoration and maintenance of Old City Hall in accordance with the approved architectural plans and permits only those uses in accordance with the School-Franklin Urban Renewal Plan of which the property is a part. The lease gives the Authority control over subleases and assignments and forbids the future use of the Lessee's (Landmark Corporation) interest in Old City Hall as security for a mortgage respecting a different parcel. The lease also includes provisions requiring Landmark Corporation to secure adequate insurance coverage and comply with federal requirements respecting non-discrimination and equal employment opportunity. The rental payments to be made by the redeveloper are based on the following schedule.

Old City Hall Landmark Corporation shall pay:

Commencing with the completion of construction (but in no event later than July 15, 1972) until January 1, 1987:

A. 20% of gross rentals actually received during the quarterly period next preceding the due date of the rental payment;

provided that, notwithstanding the above,

(1) if less than 80% of the net rentable area has been leased during such quarterly period, Old City Hall Landmark Corporation shall pay 15% of gross rentals actually received from the Leased Premises, or

(2) if more than 80% but less than 95% of the net rentable area has been leased during such quarterly period, Old City Hall Landmark Corporation shall pay 17.5% of gross rentals actually received from the Leased Premises.

Commencing January 1, 1987, through December 31, 1991:

B. 25% of such gross rentals received during such quarterly period.

Thereafter:

C. 25% of such gross rentals if such rentals during such quarterly period aggregate less than \$212,500, or 30% of such gross rentals if such gross rentals during such period aggregate \$212,500 or more.

The lease provides that the rental payments be paid over to the City of Boston which is willing to enter an agreement with the Authority and Landmark Corporation to accept these payments in lieu of real estate taxes upon Old City Hall. The City Assessor participated in the negotiations on the rental terms and the Corporation Counsel has approved such an agreement, the execution of which I recommend be now authorized by the Authority.

The aforementioned agreement between the Boston Redevelopment Authority and the City also provides that the City will consent to the taking by the BRA of the Old City Hall property, the title to which is now held by the City. The City Council authorized this consent in its approval of the Cooperation Agreement between the City and the BRA respecting the School-Franklin Urban Renewal Project. The City will sign the taking order for Old City Hall consenting to an award of damages of one dollar, with the proviso that the City can later seek additional damages from the BRA, but only in the event that HUD at some future time approves a cash payment to the BRA specifically earmarked for the reimbursement to the City for its donation of Old City Hall. In such event, the amount of damages sought by the City would only be in the amount of such reimbursement. Pursuant to this consent by the City, I recommend that the Board adopt the attached taking order for Old City Hall.

Since the redeveloper is obtaining from the Authority only a leasehold interest, and not a fee interest as in the usual case of a sale, securing financing commitments is complicated by the need to comply with Massachusetts laws which prohibit savings banks from making mortgages secured by leasehold interests. The first mortgage to the redeveloper is being made by a group of savings banks which, to do so, must hold a mortgage on the fee in the property. Accordingly, it is proposed that after taking Old City Hall from the City, the Authority convey the property to a nominee corporation which would give a mortgage upon the fee to the savings banks and then reconvey the property to the Authority encumbered by a mortgage which would not be assumed by the Authority. The Authority would then lease the property to Landmark Corporation. The nominee corporation would transfer the mortgage proceeds to the Landmark Corporation for its use in the restoration of the building. Landmark Corporation would mortgage its own leasehold interest to a commercial bank whose security interest would thus be subordinate to that of the savings banks. While this is an admittedly complicated procedure, the Authority staff has reviewed it thoroughly considering both the restrictions of the banking laws and the interests of the Authority and the City. I recommend that the Authority authorize the necessary conveyance to the nominee corporation, School Street Mortgage Corporation, and acceptance of a deed subsequently reconveying the Old City Hall property to the Authority subject to a mortgage which will not be assumed by the Authority.

Attached hereto is a Resolution which makes a final designation of Old City Hall Landmark Corporation as redeveloper of Old City Hall and also incorporates the recommendations made

above respecting the redeveloper's financial responsibility, approval of the final plans and specifications for restoration of the premises, authorization to execute the lease, authorization to execute the agreement providing for the City's consent to the Authority's taking of Old City Hall and the City's acceptance of the rental payments in lieu of real estate taxes, authorization of the conveyance to School Street Mortgage Corporation, and the subsequent reconveyance of the property to the Authority subject to a mortgage. I recommend that the Resolution and attached taking order now be adopted so that restoration of Boston's Old City Hall accompanied by in lieu of tax payments to the City may be commenced.

REDEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE¹

A. REDEVELOPER AND LAND

- i. a. Name of Redeveloper: Old City Hall Landmark Corporation
- b. Address and ZIP Code of Redeveloper: c/o Architectural Heritage, Inc.
Faneuil Hall Market, Boston, Massachusetts 02109
- c. IRS Number of Redeveloper:
Not yet assigned

2. The land on which the Redeveloper proposes to enter into a contract for, or understanding with respect to, the purchase or lease of land from

Boston Redevelopment Authority
(Name of Local Public Agency)

in CBD-School-Franklin Urban Renewal Project (Mass. R-82A)
(Name of Urban Renewal or Redevelopment Project Area)

in the City of Boston, State of Commonwealth of Massachusetts,
is described as follows²

See Schedule A attached.

3. If the Redeveloper is not an individual doing business under his own name, the Redeveloper has the status indicated below and is organized or operating under the laws of the State of Delaware:

A corporation.

A nonprofit or charitable institution or corporation.

A partnership known as

A business association or a joint venture known as

A Federal, State, or local government or instrumentality thereof.

Other (explain)

4. If the Redeveloper is not an individual or a government agency or instrumentality, give date of organization:
July 17, 1969

5. Names, addresses, title of position (if any), and nature and extent of the interest of the officers and principal members, shareholders, and investors of the Redeveloper, other than a government agency or instrumentality, are set forth as follows:

¹If space on this form is inadequate for any requested information, it should be furnished on an attached page which is referred to under the appropriate numbered item on the form.

²Any convenient means of identifying the land (such as block and lot numbers or street boundaries) is sufficient. A description by metes and bounds or other technical description is acceptable, but not required.

SCHEDULE A

Description of Premises

All of that parcel of land in the City of Boston, Suffolk County, The Commonwealth of Massachusetts, known as Historic City Hall and more particularly shown on a plan by Fred R. Joyce, Surveyor, Belmont, Mass., dated February 26, 1970, and bounded and described as follows:

Beginning at a point on the Northerly side line of School Street, this point being East one hundred thirty-three and four one-hundredths feet (133.04) from the Easterly side line of Tremont Street and along the Northerly side line of School Street. Then running North $27^{\circ} - 31' - 00''$ East by the Kings Chapel Burying Ground one hundred ninety-two and fifty one-hundredths feet (192.50) to a point, this point being on the Southerly side line of the Kimball Building. Then turning and running South $57^{\circ} - 33' - 00''$ East along the Southerly property line of the Kimball building, eight and fifteen one-hundredths feet (8.15) to a point, this point being the most Southwesterly side line angle of Court Square. Then turning and running more Easterly South $62^{\circ} - 34' - 30''$ East along the Southerly side line of Court Square one hundred thirty-eight and twenty-five one-hundredths feet (138.25) to a point, this point now being on the Westerly side line of City Hall Avenue. Then turning and running South $27^{\circ} - 29' - 2''$ West along the Westerly side line of City Hall Avenue, one hundred sixty-nine and ninety-two one-hundredths feet (169.92) to a point, this point now being on the Northerly side line of School Street. Then turning and running North $71^{\circ} - 03' - 52''$ West along the Northerly side line of School Street one hundred forty-eight and ten one-hundredths feet (148.10) to the point of beginning.

This parcel of land contains 26,481 square feet.

- a. If the Redeveloper is a corporation, the officers, directors or trustees, and each stockholder owning more than 10% of any class of stock¹.
- b. If the Redeveloper is a nonprofit or charitable institution or corporation, the members who constitute the board of trustees or board of directors or similar governing body.
- c. If the Redeveloper is a partnership, each partner, whether a general or limited partner, and either the percent of interest or a description of the character and extent of interest.
- d. If the Redeveloper is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest.
- e. If the Redeveloper is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%.

NAME, ADDRESS, AND ZIP CODE

POSITION TITLE (if any) AND PERCENT OF INTEREST OR
DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

See Schedule 5-e. attached

6. Name, address, and nature and extent of interest of each person or entity (*not named in response to Item 5*) who has a beneficial interest in any of the shareholders or investors named in response to Item 5 which gives such person or entity more than a computed 10% interest in the Redeveloper (*for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Redeveloper; or more than 50% of the stock in a corporation which holds 20% of the stock of the Redeveloper*):

NAME, ADDRESS, AND ZIP CODE

DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

Inapplicable. Architectural Heritage, Inc. is a charitable corporation and, as such, has no stockholders.

7. Names (*if not given above*) of officers and directors or trustees of any corporation or firm listed under Item 5 or Item 6 above:

See 7 attached.

B. RESIDENTIAL REDEVELOPMENT OR REHABILITATION

(The Redeveloper is to furnish the following information, but *only* if land is to be redeveloped or rehabilitated in whole or in part for *residential* purposes.)

¹ If a corporation is required to file periodic reports with the Federal Securities and Exchange Commission under Section 12 of the Securities Exchange Act of 1934, so state under this Item 5. In such case, the information referred to in this Item 5 and in Items 6 and 7 is not required to be furnished.

Schedule 5-e.

Name and Address	Position Title (if any) and Percent of Interest or Description of Character and Extent of Interest
I Officers and Directors	
Roger S. Webb Architectural Heritage Inc. Faneuil Hall Market, Boston	President and Director
Walter M. Whitehill 10½ Beacon Street, Boston	Vice President and Director
Robert M. Morgan 30 School Street, Boston	Treasurer and Director
John F. Bok 84 State Street, Boston	Secretary and Director
Robert Leventhal 2 Center Plaza, Boston	Director
Gerald F. Dunfey Parker House 60 School Street, Boston	Director
Reverend Carl R. Scovel King's Chapel 58 Tremont Street, Boston	Director
Leon R. Oliver 110 Milk Street, Boston	Director
Frank S. Christian 28 State Street, Boston	Director
George Howland 294 Washington Street, Boston	Director
II Stockholder	
Architectural Heritage, Inc.	100%

Schedule 7

Architectural Heritage, Inc. - officers and directors:

Roger S. Webb - President and Director
Richard H. Willis - Treasurer and Director
Roger A. Moore - Secretary

Directors: Mrs. Charles F. Hovey
Mr. Walter M. Whitehill
Mr. Henry Millon
Mr. Bertram K. Little
Mr. Edward Sekler
Mr. Albert B. Wolfe

1. State the Redeveloper's estimates, exclusive of payment for the land, for:

- a. Total cost of any residential redevelopment., \$
- b. Cost per dwelling unit of any residential redevelopment., \$
- c. Total cost of any residential rehabilitation., \$
- d. Cost per dwelling unit of any residential rehabilitation., \$

2. a. State the Redeveloper's estimate of the average monthly rental (*if to be rented*) or average sale price (*if to be sold*) for each type and size of dwelling unit involved in such redevelopment or rehabilitation:

TYPE AND SIZE OF DWELLING UNIT	ESTIMATED AVERAGE MONTHLY RENTAL	ESTIMATED AVERAGE SALE PRICE
	\$	\$

b. State the utilities and parking facilities, if any, included in the foregoing estimates of rentals;

c. State equipment, such as refrigerators, washing machines, air conditioners, if any, included in the foregoing estimates of sales prices:

CERTIFICATION

I (We)¹ Roger S. Webb, President

certify that this Redeveloper's Statement for Public Disclosure is true and correct to the best of my (our) knowledge and belief.²

Dated: _____

Dated: April 2, 1970

Signature

Roger S. Webb
Signature

President

Title

Title

Old City Hall Landmark Corporation
c/o Architectural Heritage, Inc.

Address and ZIP Code

¹ If the Redeveloper is an individual, this statement should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this statement.

² Penalty for False Certification: Section 1001, Title 18, of the U.S. Code, provides a fine of not more than \$10,000 or imprisonment of not more than five years, or both, for knowingly and willfully making or using any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry in a matter within the jurisdiction of any Department of the United States.

REDEVELOPER'S STATEMENT OF QUALIFICATIONS AND FINANCIAL RESPONSIBILITY

(For Confidential Official Use of the Local Public Agency and the Department of Housing and Urban Development. Do Not Transmit to HUD Unless Requested or Item 8b is Answered "Yes.")

1. a. Name of Redeveloper: Old City Hall Landmark Corporation
- b. Address and ZIP Code of Redeveloper: c/o Architectural Heritage, Inc.
Faneuil Hall Market, Boston, Massachusetts 02109
2. The land on which the Redeveloper proposes to enter into a contract for, or understanding with respect to, the purchase or lease of land from
Boston Redevelopment Authority

(Name of Local Public Agency)

in CBD-School-Franklin Urban Renewal Project (Mass. R-82A)
(Name of Urban Renewal or Redevelopment Project Area)

in the City of Boston, Massachusetts Commonwealth of Massachusetts
is described as follows:

See Schedule A attached.

3. Is the Redeveloper a subsidiary of or affiliated with any other corporation or corporations or any other firm or firms? YES NO
If Yes, list each such corporation or firm by name and address, specify its relationship to the Redeveloper, and identify the officers and directors or trustees common to the Redeveloper and such other corporation or firm. Architectural Heritage, Inc.,
Faneuil Hall Market, Boston, Massachusetts 02109

Roger S. Webb

- President

Walter M. Whitehill

- Director

4. a. The financial condition of the Redeveloper, as of September 30, 1969, is as reflected in the attached financial statement.

(NOTE: Attach to this statement a certified financial statement showing the assets and the liabilities, including contingent liabilities, fully itemized in accordance with accepted accounting standards and based on a proper audit. If the date of the certified financial statement precedes the date of this submission by more than six months, also attach an interim balance sheet not more than 60 days old.)

- b. Name and address of auditor or public accountant who performed the audit on which said financial statement is based:

Ernst & Ernst, 225 Franklin Street, Boston, Mass. 02110

5. If funds for the development of the land are to be obtained from sources other than the Redeveloper's own funds, a statement of the Redeveloper's plan for financing the acquisition and development of the land:

Funds are to be obtained from a \$2,000,000 mortgage from a group of Massachusetts savings banks and a leasehold mortgage in the amount of \$250-450,000 from New England Merchants National Bank of Boston, Trustee.

SCHEDULE A

Description of Premises

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Beginning at a point on the Northerly side line of School Street, this point being East one hundred thirty-three and four one-hundredths feet (133.04) from the Easterly side line of Tremont Street and along the Northerly side line of School Street. Then running North $27^{\circ} - 31' - 00''$ East by the Kings Chapel Burying Ground one hundred ninety-two and fifty one-hundredths feet (192.50) to a point, this point being on the Southerly side line of the Kimball Building. Then turning and running South $57^{\circ} - 33' - 00''$ East along the Southerly property line of the Kimball building, eight and fifteen one-hundredths feet (8.15) to a point, this point being the most Southwesterly side line angle of Court Square. Then turning and running more Easterly South $62^{\circ} - 34' - 30''$ East along the Southerly side line of Court Square one hundred thirty-eight and twenty-five one-hundredths feet (138.25) to a point, this point now being on the Westerly side line of City Hall Avenue. Then turning and running South $27^{\circ} - 29' - 27''$ West along the Westerly side line of City Hall Avenue, one hundred sixty-nine and ninety-two one-hundredths feet (169.92) to a point, this point now being on the Northerly side line of School Street. Then turning and running North $71^{\circ} - 03' - 52''$ West along the Northerly side line of School Street one hundred forty-eight and ten one-hundredths feet (148.10) to the point of beginning.

This parcel of land contains 26,481 square feet.

6. Sources and amount of cash available to Redeveloper to meet equity requirements of the proposed undertaking

a. In banks: or invested in development cost:

<u>NAME, ADDRESS, AND ZIP CODE OF BANK</u>	<u>AMOUNT</u>
New England Merchants National Bank of Boston 28 State Street, Boston, Massachusetts	\$ 50,000

b. By loans from affiliated or associated corporations or firms:

<u>NAME, ADDRESS, AND ZIP CODE OF SOURCE</u>	<u>AMOUNT</u>
	\$

c. By sale of readily salable assets:

<u>DESCRIPTION</u>	<u>MARKET VALUE</u>	<u>MORTGAGES OR LIENS</u>
	\$	\$

7. Names and addresses of bank references:

New England Merchants National Bank of Boston, 28 State Street, Boston, Mass.
Boston Five Cents Savings Bank, 30 School Street, Boston, Massachusetts

8. a. Has the Redeveloper or (*if any*) the parent corporation, or any subsidiary or affiliated corporation of the Redeveloper or said parent corporation, or any of the Redeveloper's officers or principal members, shareholders or investors, or other interested parties (as listed in the responses to Items 5,6, and 7 of the *Redeveloper's Statement for Public Disclosure* and referred to herein as "principals of the Redeveloper") been adjudged bankrupt, either voluntary or involuntary, within the past 10 years? YES NO

If Yes, give date, place, and under what name.

b. Has the Redeveloper or anyone referred to above as "principals of the Redeveloper" been indicted for or convicted of any felony within the past 10 years? YES NO

If Yes, give for each case (1) date, (2) charge, (3) place, (4) Court, and (5) action taken. Attach any explanation deemed necessary.

9. a. Undertakings, comparable to the proposed redevelopment work, which have been completed by the Redeveloper or any of the principals of the Redeveloper, including identification and brief description of each project and date of completion:

Development study for Boston Redevelopment Authority of Faneuil Hall Markets, Boston, Massachusetts.

b. If the Redeveloper or any of the principals of the Redeveloper has ever been an employee, in a supervisory capacity, for construction contractor or builder on undertakings comparable to the proposed redevelopment work, name of such employee, name and address of employer, title of position, and brief description of work:

Roger S. Webb, President, R.A.R.E. Inc., One Story Street, Cambridge.
1962-66. Restoration and preservation contracting.

10. Other federally aided urban renewal projects under Title I of the Housing Act of 1949, as amended, in which the Redeveloper or any of the principals of the Redeveloper is or has been the redeveloper, or a stockholder, officer, director or trustee, or partner of such a redeveloper: Downtown Waterfront - Faneuil Hall

Urban Renewal Project, Boston, Massachusetts.

11. If the Redeveloper or a parent corporation, a subsidiary, an affiliate, or a principal of the Redeveloper is to participate in the development of the land as a construction contractor or builder:

a. Name and address of such contractor or builder:

Inapplicable

b. Has such contractor or builder within the last 10 years ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract? YES NO

If Yes, explain:

c. Total amount of construction or development work performed by such contractor or builder during the last three years: \$ _____.

General description of such work:

d. Construction contracts or developments now being performed by such contractor or builder:

IDENTIFICATION OF CONTRACT OR DEVELOPMENT	LOCATION	AMOUNT	DATE TO BE COMPLETED
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e. Outstanding construction-contract bids of such contractor or builder:

AWARDING AGENCY	AMOUNT
	\$

DATE OPENED

12. Brief statement respecting equipment, experience, financial capacity, and other resources available to such contractor or builder for the performance of the work involved in the redevelopment of the land, specifying particularly the qualifications of the personnel, the nature of the equipment, and the general experience of the contractor:

13. a. Does any member of the governing body of the Local Public Agency to which the accompanying bid or proposal is being made or any officer or employee of the Local Public Agency who exercises any functions or responsibilities in connection with the carrying out of the project under which the land covered by the Redeveloper's proposal is being made available, have any direct or indirect personal interest in the Redeveloper or in the redevelopment or rehabilitation of the property upon the basis of such proposal? YES NO

If Yes, explain.

b. Does any member of the governing body of the locality in which the Urban Renewal Area is situated or any other public official of the locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the project under which the land covered by the Redeveloper's proposal is being made available, have any direct or indirect personal interest in the Redeveloper or in the redevelopment or rehabilitation of the property upon the basis of such proposal? YES NO

If Yes, explain.

14. Statements and other evidence of the Redeveloper's qualifications and financial responsibility (other than the financial statement referred to in Item 4a) are attached hereto and hereby made a part hereof as follows:

None

CERTIFICATION

I (We) Roger S. Webb, President

certify that this Redeveloper's Statement of Qualifications and Financial Responsibility and the attached evidence of the Redeveloper's qualifications and financial responsibility, including financial statements, are true and correct to the best of my (our) knowledge and belief.²

Dated: _____

Dated: April 2, 1970

Signature

Roger S. Webb
Signature

Title

President
Old City Hall Landmark Corpora
c/o Architectural Heritage, Inc
Faneuil Hall Market, Boston, MA

Address and ZIP Code

1 If the Redeveloper is a corporation, this statement should be signed by the President and Secretary of the corporation; if an individual, by such individual; if a partnership, by one of the partners; if an entity not having a president and secretary, by one of its chief officers having knowledge of the financial status and qualifications of the Redeveloper.

2 Penalty for False Certification: Section 1001, Title 18, of the U.S. Code, provides a fine of not more than \$10,000 or imprisonment of not more than five years, or both, for knowingly and willfully making or using any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry in a matter within the jurisdiction of any Department of the United States.